

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

692-10119

**RESIDENTIAL SOLID WASTE
COLLECTION SERVICES**



Rick Andrews

954-828-4357

Bid 692-10119 RESIDENTIAL SOLID WASTE COLLECTION SERVICES

Bid Number 692-10119
Bid Title RESIDENTIAL SOLID WASTE COLLECTION SERVICES

Bid Start Date Sep 22, 2008 2:43:06 PM EDT
Bid End Date Oct 29, 2008 2:00:00 PM EDT
Question & Answer End Date Oct 22, 2008 5:00:00 PM EDT

Bid Contact Rick Andrews
Procurement Specialist II
Procurement
954-828-4357
Randrews@fortlauderdale.gov

Contract Duration See Specifications
Contract Renewal See Specifications
Prices Good for 150 days
Pre-Bid Conference Oct 9, 2008 9:30:00 AM EDT
Attendance is optional
Location: City of Fort Lauderdale
City Hall
100 North Andrews Ave
4th Floor Engineering Conference Room
Fort Lauderdale, FL 33301

Bid Comments The City of Fort Lauderdale is seeking bids from qualified companies, hereinafter referred to as the Contractor or Bidder, to provide solid waste mobile cart collection services for 29,825 residential and commercial cart units for the Public Works Department, Sanitation Division, in accordance with the terms, conditions, and scope of services contained in this Invitation To Bid (ITB).

The initial contract term shall commence on or about November 1, 2009 and shall end three (3) years from that date. The City reserves the right to extend the contract for two (2) additional two (2) year terms under the same terms, conditions and specifications, however subject to cost adjustment as provided herein, providing both parties agree to the extension, Contractor performed satisfactorily; and such extension is approved by the City.

Award will be made to one Contractor consisting of bid item 1 OR bid item 2 from Group A for twice weekly 65 gallon cart garbage collection AND for bid item 3 OR bid item 4 from Group B for once weekly 96 gallon cart yard waste collection AND for bid item 5 from Group C for Special Pickup/Community Service. All bid items in Group A, Group B and Group C MUST be bid for Bidder to be responsive.

There will be a pre-bid conference on Thursday, October 9, 2008 at 9:30 am at City Hall, 4th Floor Conference Room, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301.
Added on Oct 14, 2008:
Add 10119 Residential Solid Waste Collection Service Addendum No. 1 and 10119 QUESTIONNAIRE Revised to the list of documents.

The City of Fort Lauderdale is seeking bids from qualified companies, hereinafter referred to as the Contractor or Bidder, to provide solid waste mobile cart collection services for 27,537 residential and commercial cart units for the Public Works Department, Sanitation Division, in accordance with the terms, conditions, and scope of

services contained in this Invitation To Bid (ITB).

Added on Oct 21, 2008:

Add 10119 Residential Solid Waste Collection Service ADDENDUM NO. 2 to list of documents

Changes made on Oct 14, 2008 11:26:54 AM EDT

New Documents	10119 QUESTIONNAIRE Revised.doc 10119 Residential Solid Waste Collection Service ADDENDUM NO. 1.pdf
---------------	--

Removed Documents	10119 QUESTIONNAIRE.doc
-------------------	-------------------------

Previous End Date	Oct 22, 2008 2:00:00 PM EDT	New End Date	Oct 29, 2008 2:00:00 PM EDT
-------------------	-----------------------------	--------------	-----------------------------

Previous Q & A End Date	Oct 15, 2008 5:00:00 PM EDT	New Q & A End Date	Oct 22, 2008 5:00:00 PM EDT
-------------------------	-----------------------------	--------------------	-----------------------------

Changes were made to the following items:

[GROUP A - Twice Weekly 65 Gal Cart Garbage Collection - CITY PAYS DISPOSAL](#)

[GROUP A - Twice Weekly 65 Gal Cart Garbage Collection- CONTRACTOR PAYS DISPOSAL](#)

[GROUP B - Once Weekly 96 Gal Cart Yard Waste Collection-CITY PAYS DISPOSAL](#)

[GROUP B - Once Weekly 96 Gal Cart Yard Waste Collection-CONTRACTOR PAYS DISPOSAL](#)

Changes made on Oct 21, 2008 4:37:17 PM EDT

New Documents	10119 Residential Solid Waste Collection Service ADDENDUM NO. 2.pdf
---------------	---

Item Response Form

Item	692-10119-1-01 - GROUP A - Twice Weekly 65 Gal Cart Garbage Collection - CITY PAYS DISPOSAL
Quantity	12 month
Unit Price	<input type="text"/>
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 12

Description

Enter a MONTHLY price for twice weekly 65 gallon cart garbage collection for 15,281 garbage units in Areas I, II, and III ASSUMING CITY PAYS DISPOSAL COSTS.

Added on Oct 14, 2008:

Enter a MONTHLY price for twice weekly 65 gallon cart garbage collection for 14,137 garbage units in Areas I, II, and III ASSUMING CITY PAYS DISPOSAL COSTS.

Changes made on Oct 14, 2008 11:26:54 AM EDT

Item	692-10119-1-02 - GROUP A - Twice Weekly 65 Gal Cart Garbage Collection- CONTRACTOR PAYS DISPOSAL
------	--

Quantity 12 month
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 12

Description

Enter a MONTHLY price for twice weekly 65 gallon cart garbage collection for 15,281 garbage units in Areas I, II, and III ASSUMING CONTRACTOR PAYS DISPOSAL COSTS.

Added on Oct 14, 2008:

Enter a MONTHLY price for twice weekly 65 gallon cart garbage collection for 14,137 garbage units in Areas I, II, and III ASSUMING CONTRACTOR PAYS DISPOSAL COSTS.

Changes made on Oct 14, 2008 11:26:54 AM EDT

Item 692-10119-1-03 - GROUP B - Once Weekly 96 Gal Cart Yard Waste Collection-CITY PAYS DISPOSAL
Quantity 12 month
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 12

Description

Enter a MONTHLY price for once weekly yard waste 96 gallon cart collection for 14,544 units in Areas I, II, and III ASSUMING CITY PAYS DISPOSAL COSTS.

Added on Oct 14, 2008:

Enter a MONTHLY price for once weekly yard waste 96 gallon cart collection for 13,400 units in Areas I, II, and III ASSUMING CITY PAYS DISPOSAL COSTS.

Changes made on Oct 14, 2008 11:26:54 AM EDT

Item 692-10119-1-04 - GROUP B - Once Weekly 96 Gal Cart Yard Waste Collection-CONTRACTOR PAYS DISPOSAL
Quantity 12 month
Unit Price
Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
[See ITB Specifications](#)
Fort Lauderdale FL 33301
Qty 12

Description

Enter a MONTHLY price for once weekly yard waste 96 gallon cart collection for 14,544 units in Areas I, II, and III ASSUMING CONTRACTOR PAYS DISPOSAL COSTS.

Added on Oct 14, 2008:

Enter a MONTHLY price for once weekly yard waste 96 gallon cart collection for 13,400 units in Areas I, II, and III ASSUMING CONTRACTOR PAYS DISPOSAL COSTS.

Changes made on Oct 14, 2008 11:26:54 AM EDT

Item 692-10119-1-05 - GROUP C - Special Pickup / Community Service

Quantity 1 lot

Unit Price

Delivery Location City of Fort Lauderdale
[See ITB Specifications](#)
See ITB Specifications
Fort Lauderdale FL 33301
Qty 1

Description

Enter a base price in accordance with paragraph 2.08 of Part II - Technical Specifications / Scope of Services.

ADDENDUM NO. 1
INVITATION TO BID (ITB) 692-10119
RESIDENTIAL SOLID WASTE COLLECTION SERVICES

Issued October 14, 2008

1. This Addendum is being issued to make the following revisions:

PART I – INFORMATION/SPECIAL CONDITIONS, Section **1.01 PURPOSE**, revise number of solid waste mobile cart collection services to 27,537 residential cart units.

PART I – INFORMATION/SPECIAL CONDITIONS, Section 1.07, **TIP FEE ADJUSTMENT**, add a third paragraph to read as follows:

In order to determine any annual tip fee adjustment, the Bidder shall provide a breakdown of the monthly prices bid on the Item Response Form (Bid Sheet) for garbage and yard waste disposal and garbage and yard waste collection. If the disposal rate tip fee charged to the Contractor increases the percentage increase will be added to the Contractor's disposal price as provided herein. Bidder must provide the bid prices breakdown in **PART III – QUESTIONNAIRE** of this ITB and submit it with their bid response.

PART II – TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Section 2.01, revise number of units to 14,137 garbage units and 13,400 yard waste units.

PART III – QUESTIONNAIRE, revise to add bid price breakdown as indicated in **PART I – INFORMATION/SPECIAL CONDITIONS**, Section 1.07, **TIP FEE ADJUSTMENT** new third paragraph.

THE ITEM RESPONSE FORM (BID SHEET) HAS BEEN REVISED WITH ADJUSTED NUMBER OF CART UNITS. BIDDER MUST ENTER BID PRICES ON THE REVISED ITEM RESPONSE FORM (BID SHEET).

2. Bid end date has been extended to **WEDNESDAY OCTOBER 29, 2008 AT 2:00 PM DST**

All other terms, conditions, and specifications of ITB 692-10119 remain unchanged.

Kirk W. Buffington, CPPO, C.P.M. MBA
Director of Procurement Services

This Addendum should be signed and returned with the bid response or acknowledged on the BID/PROPOSAL SIGNATURE PAGE of the ITB.

Acknowledged and Accepted:

Bidder Company Name: _____
(please print)

Authorized Name and Signature: _____

Date: _____

ADDENDUM NO. 2
INVITATION TO BID (ITB) 692-10119
RESIDENTIAL SOLID WASTE COLLECTION SERVICES
Issued October 21, 2008

1. This Addendum is being issued to make the following clarifications:

A. **PART I – INFORMATION/SPECIAL CONDITIONS**, Section **1.09 ELIGIBILITY**, first bullet, revise to read as follows:

- “Bidder, or the principals assigned to the project, must have a minimum of three years of experience within the last ten (10) years providing similar residential service to a minimum of 20,000 households. The three years of experience within the last ten (10) years may be in non-automated residential service.”

B. **PART I – INFORMATION/SPECIAL CONDITIONS**, Section **1.09 ELIGIBILITY**, add a bullet to read as follows:

- “The Bidder must be able to provide automated or semi-automated cart collection service.”

2. Bid end date remains unchanged for **WEDNESDAY OCTOBER 29, 2008 AT 2:00 PM DST**

All other terms, conditions, and specifications of ITB 692-10119 remain unchanged.

Kirk W. Buffington, CPPO, C.P.M. MBA
Director of Procurement Services

This Addendum should be signed and returned with the bid response or acknowledged on the BID/PROPOSAL SIGNATURE PAGE of the ITB.

Acknowledged and Accepted:

Bidder Company Name: _____
(Please print)

Authorized Name and Signature: _____

Date: _____

INVITATION TO BID (ITB) 692-10119
RESIDENTIAL SOLID WASTE COLLECTION SERVICES

PART I - INFORMATION/SPECIAL CONDITIONS

1.01. PURPOSE

The City of Fort Lauderdale is seeking bids from qualified companies, hereinafter referred to as the Contractor or Bidder, to provide solid waste mobile cart collection services for 29,825 residential and commercial cart units for the Public Works Department, Sanitation Division, in accordance with the terms, conditions, and scope of services contained in this Invitation To Bid (ITB).

1.02 CONTRACT TERM

The initial contract term shall commence on or about November 1, 2009 and shall end three (3) years from that date. The City reserves the right to extend the contract for two (2) additional two (2) year terms under the same terms, conditions and specifications, however subject to cost adjustment as provided herein, providing both parties agree to the extension, Contractor performed satisfactorily; and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Procurement Services. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

1.03. PRICE ADJUSTMENT

Prices for all services provided under this contract shall remain firm for the initial three-year term of the contract for Areas I through III. Prices for each extension term year shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the Consumer Price Index – All Urban Consumers CPU-U All Items Miami-Fort Lauderdale Area as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract and remain firm for the new contract period. In the event the CPI or industry costs decline, the City shall have the right to receive from the contractor a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted price lists if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted price lists and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

1.04 PRE-BID CONFERENCE

There will be a pre-bid conference on Thursday, October 9, 2008 at 9:30 a.m. EDT at City Hall, 100 N. Andrews Avenue, 4th Floor Conference Room, Fort Lauderdale, FL 33301.

The Solid Waste Collection Maps will be reviewed. Refer to Attachments A and B herein.

- A. Map Attached: Attachment A - Garbage Collection Routes
- B. Map Attached: Attachment B - Yard Waste Collection Routes

Solid Waste Collection maps may also be obtained (one set per bid package) free of charge by contacting City Hall 4th Floor Service Counter at 954-828-5772. The City will ship Federal Express upon providing account number.

It will be the sole responsibility of the bidder to inspect the collection routes. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

1.05. MONTHLY PRICING

Bidder shall provide firm fixed monthly prices as specified in the pricing section of this ITB (Item Response Form) for both Group A and Group B Items.

1.06 CONTRACT AWARD

Award will be made to one Contractor consisting of bid item 1 **OR** bid item 2 from Group A for twice weekly 65 gallon cart garbage collection **AND** for bid item 3 **OR** bid item 4 from Group B for once weekly 96 gallon cart yard waste collection **AND** for bid item 5 from Group C for Special Pickup/Community Service. All bid items in Group A, Group B and Group C **MUST** be bid for Bidder to be responsive.

1.07 TIP FEE ADJUSTMENT

A Tip Fee is paid to Wheelabrator for Garbage assuming the Contractor pays all disposal costs under GROUP B pricing.

The current tip fee for FY 08/09 beginning October 2008 is \$ 96.86/ton. The Resource Recovery Board announces the annual tip fee generally in the month of May. The Contractor may submit a written request in the month of June to adjust the tip fee for the next fiscal year beginning in October. This adjustment will be based on the tip fee increase and the average tons the contractor has collected.

1.08. INFORMATION OR CLARIFICATION

For information contact Rick Andrews, Procurement Specialist II, at (954) 828-4357 or randrews@fortlauderdale.gov. Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or other bid documents will only be transmitted by written addendum.

Any questions that Bidders wish to have addressed and which might require an addendum should be submitted through the BidSync website at www.BidSync.com no later than the time specified. If required, a written addendum will be issued.

1.09. ELIGIBILITY

To be eligible to respond to this ITB, the proposing firm must demonstrate that they, or the principals assigned to the project, have the experience, equipment and financial strength to satisfactory perform under this contract.

- Bidder must have a minimum of three years of experience within the last ten (10) years providing similar residential service to a minimum of 20,000 households.

- Bidder must demonstrate that the Bidding Entity has an experienced senior management team. Bidder must demonstrate that each member of the senior management team has at a minimum five years of experience in the solid waste collection business.
- Bidder should provide to the satisfaction of the City an acceptable business plan detailing equipment, staffing, and resources to satisfactorily perform under this contract.
- Bidder must demonstrate the ability to successfully collect garbage and vegetation in areas with similar climates and route conditions to South Florida.
- Bidder must demonstrate access to pertinent equipment and vehicles, support garage and related repair service, and a work location suitable to conduct business with the resources necessary to complete daily routes as scheduled. The City may conduct a site visit prior to award.
- Bidder should provide to the satisfaction of the City a plan to receive telephone calls from the City, a computer tracking system for service requests, provide a full time route supervisor with laptop computer dedicated solely to the City of Fort Lauderdale to respond to service related issues, and possess a communication system to conduct dispatching services.
- Bidder must demonstrate sufficient financial resources to successfully perform under this contract. If requested by the City, the Bidder agrees to supply the City with financial records (Balance Sheet and Profit Statement) for the last three years for review to determine financial strength and stability to provide service and sustain a contract of this magnitude for the term duration.
- Bidder must demonstrate sufficient and satisfactory references to support information provided. References will be verified and evaluated based on the number and size of existing or previous contracts, number of years in the business, proposed staffing and the quality of work currently being performed.

1.10. ADDITIONAL ITEMS / DUTIES

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method, which is the same, or similar to that used in establishing the prices in his Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

1.11. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

1.12. INSURANCE

The Contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be

added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the City as "additional insured" will be at the contractor's expense.

Worker's Compensation and Employer's Liability Insurance
Limits: Worker's Compensation – Statutory 440.055
Employer's Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on contract contracts only.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$ 250,000 each person
	\$ 500,000 each occurrence
Property damage	\$ 100,000 each occurrence
Combined single limit	\$1,000,000 (bodily injury and property damage combined) each occurrence
General aggregate limit	\$2,000,000

A copy of any current Certificate of Insurance should be included with your proposal.

In the event that the Bidder is recommended for award of a contract, the Bidder will be required to provide a certificate of insurance within 15 days naming the City as an "additional insured" for both General Liability and Automobile.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Department
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

1.13. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

1.14. LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any Bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>

1.15. GENERAL CONDITIONS

Except as noted in the Special Conditions herein, all terms and conditions of the attached General Conditions are included by reference.

1.16. NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.17. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Contractor can perform to the City's satisfaction in accordance with the requirements of the contract.

Such test period can be from thirty (30) to ninety (90) days, and will be conducted under all specifications, terms and conditions contained in the contract. Any service test period shall be included in the duration of the initial term of the contract.

A performance evaluation report will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.

1.18. CONTRACT COORDINATOR

The City will designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor.

Coordinate and approve all work under the contract.

Resolve any disputes.

Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

Conduct weekly informational meetings with Route Supervisor

1.19. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator has developed a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.

Poor	Does not meet all requirements and Contractor is subject to the pickup charge fee provision specified under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the termination for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and will respond in writing that he received the report, if he takes exception to the report or wished to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

1.20 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's proposed Route Supervisor for the contract will be available for the initial contract term. In the event the City requests a replacement Route Supervisor or the Contractor wishes to substitute the Route Supervisor, the Contractor shall propose a Route Supervisor of equal or higher qualifications that is acceptable to the City. In the event substitute Route Supervisor is not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to terminate the contract in accordance with the termination General Conditions.

1.21. TRANSACTION FEES

The City of Fort Lauderdale will use BidSync (www.BidSync.com) to distribute and receive bids and proposals. There is no charge to vendors and contractors to register and participate in the solicitation and award process. Bidders may also submit original bids directly to the City of Fort Lauderdale, Department of Procurement Services, 100 N. Andrews Avenue, Room 619, Fort Lauderdale, FL 33301 by the time and date specified in the ITB.

1.22. BID TABULATIONS / INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933

PART II - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

2.01. GENERAL INFORMATION / INTENT

The City is seeking one Contractor to perform solid waste collection services contained herein:

Service Areas I, II, and III contain 15,281 units as shown on the 2008 service map for cart collection of garbage and 14,544 units (15,281-737 commercial accounts =14,544) for the cart collection of yard waste beginning November 1, 2009.

NOTE: A nominal number of commercial accounts may use yard waste carts.

2.02. PERMITS, TAXES, LICENCES, FRANCHISE FEES

The successful bidder shall at his own expense obtain all necessary permits, pay all license fees and taxes, shall be required to comply with all local ordinances, State and Federal laws, rules and regulations, and inter-local agreements that would apply to this contract.

Contractor will supply a copy of all required licenses on an annual basis or upon request so the City can track and monitor Contractor's compliance.

The City's Franchise Fee does not apply to this contract and shall not be included in the proposal.

Licensing of private garbage collectors is required in Chapter 24 Article III Code of Ordinances City of Fort Lauderdale. The Contractor shall be responsible for the collection and disposal of solid waste in accordance with his license to perform such services in the City.

A City Occupational License is required if place of business or office is located within the city's corporate limits.

2.03. SERVICE AREAS

The City currently provides garbage cart collection two times per week and yard waste cart collection one time per week as scheduled below. There are no planned route adjustments or changes to service areas at this time. Specific routing details are contained in the Official Sanitation Division Routing Map (smaller copy attached). Larger map copies can be obtained by calling the Service Counter at 954-828-5051.

The Official Sanitation Division Routing Map contains specific geographic information. Refer to Attachments A and B herein. Boundary descriptions below are approximate and provided for informational purposes. City will determine service for dividing line roads, one side or both sides same day collection.

AREA I

Garbage Collection Monday & Thursday

Beginning at the northeast corporate limit on Commercial Boulevard and Intracoastal Waterway and continuing south to Sunrise Boulevard, west including the neighborhood behind the Galleria Mall, then west to the west side of the Middle River, south to NE 8th Street, west to NE 16 Terrace north on NE 16th Terrace to Sunrise continuing west to the railroad, north to NE 13th Street, east to North Federal

Highway, north to NE 26th Street, then following the west corporate limit north to East Commercial Boulevard, east to the point of beginning.

Yard Waste Collection Monday

Beginning at the northeast corporate limit on NE 20th Way, south to NE 62nd Street, west to NE 18th Avenue, south to NE 56th Street, east to North Federal Highway and south to East Commercial Boulevard then east to the corporate limit continuing south to East Oakland Park Boulevard, west to the Intracoastal Waterway, south to NE 26th Street, west to the corporate limit continuing north to the point of the beginning.

Yard Waste Collection Thursday

Beginning at the northeast corporate limit south to East Commercial Boulevard, west to North Federal Highway, north to NE 56th Street, west to NE 18th Avenue, north to NE 62nd Street east to NE 20th Way continuing north to the point of beginning.

AREA II

Garbage Collection Tuesday & Friday

Beginning at the northeast corporate limit on East Las Olas Boulevard and continuing south to the Port, following the corporate limit west then south to the southern most point, north on South Andrews Avenue to SR 84, west to SW 9th Avenue, north to Davie Boulevard, east to the railroad then north to Broward Boulevard, east to North Federal Highway, south to East Las Olas Boulevard continuing east to the point of beginning.

Yard Waste Collection Tuesday

Beginning at the northeast corporate limit on East Las Olas Boulevard and continuing south to Port Everglades and west to South Federal Highway, north to Davie Boulevard then east to the Intracoastal Waterway, excluding SE 12th Street east of Cordova Road; also containing (south side of Las Olas Boulevard) the area beginning at the northeast corporate limit on East Las Olas Boulevard west to SE 6th Avenue, north to Broward Boulevard and west to the railroad, south to the New River, then following a waterway line back to the point of beginning.

Yard Waste Collection Friday

Beginning at the southern most point approximately South Andrews Avenue and 33rd Street, north on South Andrews Avenue to SR 84, west to SW 9th Avenue, north to Davie Boulevard, east to the railroad and north to the river, following a waterway line east and south including SE 12th Street then west on SE 12th Street to South Federal Highway and south to the point of beginning.

AREA III

Garbage Collection Wednesday & Saturday

Beginning at the eastside of the Intracoastal Waterway on East Sunrise Boulevard, east to the corporate limit, continuing south to East Las Olas Boulevard, west to SE 6th Avenue north to East Broward Boulevard, west to the railroad and south to Davie Boulevard, west on Davie Boulevard to I-95 and north to West Broward Boulevard, continuing east to NE 14th Avenue then north to East Sunrise Boulevard, south on NE 16th Terrace to NE 8th Street, east to Middle River, including the area beginning at East Sunrise Boulevard and the railroad, west on Sunrise to I-95, north to NW 15th Street/14th Street, west on 14th Street to NW 9th Avenue, south to NW 13th Street, east to the railroad and south to the point of beginning,

Yard Waste Collection Wednesday

Beginning at the northeast corporate limit at East Sunrise Boulevard south to East Las Olas Boulevard, (north side of Las Olas Boulevard) west on Las Olas Boulevard to South Federal Highway, north to East Broward Boulevard and east to the waterway at Victoria Park Road, then following a waterway line back to the point of Beginning; and the area beginning at the northeast corner of East Broward Boulevard and the railroad south to Davie Boulevard, west to I-95 and north to East Broward Boulevard continuing east back to the point of beginning.

Yard Waste Collection Saturday

Beginning at the northeast corner of NE 8th Street and 20th Avenue following a waterline south to East Broward Boulevard, west to NE 14th Avenue, north to East Sunrise Boulevard, east to NE 16th Terrace and south to NE 8th Street continuing east to the point of beginning; also containing the area beginning at the northeast corner of NE 13th Street and the railroad south to East Sunrise Boulevard, west to I-95, north to approximately NW 15th Street and Lauderdale Manors Drive, then east along NW 14th Court to NW 9th Avenue, south to NW 13th Street, then continuing east on NW 13th Street to the point of beginning.

2.04. CARTS

The City has issued each customer a black 65-gallon (semi-automated) wheeled garbage cart for garbage and a green 95-gallon (semi-automated) wheeled yard waste cart for clean yard waste. A limited number of customers may have more than one yard waste cart. Small commercial accounts are issued gray 95-gallon (semi-automated) wheeled garbage carts for garbage. Yard Waste Carts are considered optional for customer use, however strongly encouraged for recycling purposes.

The City will repair and replace carts under normal wear and tear. However the Contractor shall be responsible for 50% of the replacement or repair costs for loss or damage of any approved container, lower restraining bar, lids and broken wheels caused by the negligence of his agents or employees and faulty collection equipment.

Unserviceable or missing containers must be reported to the City prior to the following collection day. The Contractor should inspect all containers and any necessary repairs or replacements reported to the City prior to the start of this contract. Current value of 65-gallon cart is \$ 39.42, 95-gallon vented yard waste cart is \$ 47.45 and gray 95-gallon commercial cart is \$ 46.79, however this pricing is subject to change with a new cart contract beginning approximately in October 2008.

Carts shall be emptied and returned to the customer's original placement location. However, the Contractor shall ensure that no carts are left in the roadway or blocking the driveway. Carts shall remain up right with lid closed. Carts shall be left in a neat and orderly manner along the length of the neighborhood block. City owned carts shall be handled with due care at all times.

Estimated Number of Garbage Carts in Service:

	Residential	Residential	Residential	Residential	Commercial	Est.Total
No. Carts	1 Cart	2 Carts	3 Carts	4 Carts	Carts	
Accounts	13,110	662	34	2	737	15,281

Total number of Yard Waste carts is less than the total number of residential garbage carts (15,281-737 Commercial =14,544).

Rollback Program: Code Enforcement will issue a warning to Customers who leave carts curbside overnight after their collection day. If the violation continues, the Code Officer will roll the cart back and the customer will be charged a fee.

2.05. PICK-UP LOCATIONS

Solid Waste Collection service is provided to residential customers of single family and multi-family living units and small commercial accounts. Service areas in Fort Lauderdale have differing requirements and challenges. Bidder must demonstrate the ability to properly quantify all resources required to service the awarded Service Areas.

Customers place their carts curbside for collection. However in a few locations service is provided in the paved alley. In certain locations such as cul-de-sacs and one-way streets, the driver may have to manually pull carts to the truck in order to provide service.

The Contractor shall also provide Service For The Disabled as described in (2.07).

It will be the sole responsibility of the bidder to tour the specified routes and familiarize themselves with the work addressed in the contract and the levels of service expected. It is strongly suggested that the bidder become familiar with all routes to fully understand the requirement and equipment necessary to provide garbage and yard waste cart collection to each customer. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

All sanitation customers serviced by the City shall be entitled to collection service. In the event the road is not accessible due to construction, special event, public safety incident, etc., the Contractor shall make every effort to service the customer and coordinate with City staff during these instances.

2.06. PICK UP POLICY

- Cart collection service shall be fully automated or semi-automated.
- Garbage Cart Collection shall be twice a week on specific days for each neighborhood as determined by the City.
- Customers are encouraged to bag material to reduce the spilling or blowing of litter.
- Customer may occasionally place an extra plastic garbage bag on top of the cart container for pick up.
- Following the Christmas Holiday Contractor shall pick up an extra bag or two on the side of cart to assist the customer with extra disposal needs. This service shall also be provided if the collection route is only partially completed or skipped entirely due to an unusual event, such as a hurricane.
- Route Supervisor shall report to Customer Service any location that continuously places trash bags out for collection or continuously has an overflowing cart. A City Inspector will check the address for adequate service.

- Yard Waste Cart Collection shall be one time per week on specific days for each neighborhood as determined by the City.
- Clean Yard Waste: All yard waste must be “clean” (free of other waste) and placed inside the cart with lid closed. Tree trimmings, hedge & yard cuttings, leaves, cut up palm fronds and wood products without nails is accepted. Driver shall inspect the container for contamination before dumping. If the customer has moderately commingled mixed debris (on top) and vegetative waste, the Contractor shall separate the mixed debris from the vegetative waste and collect the yard waste material. Cart shall be tagged informing the customer of problem. If the customer has a considerable amount of mixed debris commingled (throughout the cart) with yard waste or if the customer is using the yard waste cart for garbage, then the cart will not be emptied. Route Supervisor shall contact the customer or tag the cart advising why the cart was not serviced and immediately report address to Customer Service.
- Carts shall be placed at the curb or swale by 7:00 a.m. on pick up day, but no earlier than the night before a scheduled pick up day.
- Customers are encouraged bag leaves to reduce the spilling or blowing of yard waste material.
- Misses & Late Set Outs: There shall be no claim by the Contractor of misses or late set outs on the collection route.
- Before 3:00pm - when e-mail notification is sent to the Route Supervisor before 3:00pm to empty a cart (s), the Contractor shall empty the cart(s) by 6:00pm the same day unless the City's Customer Service Center has approved other pickup time arrangements.
- After 3:00pm - when e-mail notification is sent to the Route Supervisor after 3:00pm to empty a cart(s), the Contractor shall empty the cart(s) by 8:00am the next day unless the City's Customer Service center has approved other pickup time arrangements. If Sunday is the next day, the contractor should make every effort to empty the cart(s) on Saturday to avoid any additional operating expense providing catch up service on Sunday and/or Sunday 'Call Out' service charge from the City (see 2.09).

NOTE: See (2.09) Failure to Perform – Pick-up Charge

- The Route Supervisor shall be responsible to ride thru the neighborhood to ensure that all collections have been completed and all customer complaints have been addressed each day. Crews will return to an address on the scheduled route day, if necessary, to provide service for the customer.

Generally, the customer shall receive two warnings within a twelve-month period if there is a pick up problem. First incident the Route Supervisor will meet with the customer to explain program guidelines, provide a collection program brochure, return to service the cart and immediately record the results with Customer Service. Second incident the Route Supervisor will meet with the customer, determine what the problem is and seek compliance, return to service the cart and immediately report the results to Customer Service. Only after two documented warnings may the Contractor refuse service for non-compliance. Contractor shall notify Customer Service of problem addresses and request City intervention.

- Customers may request a Special Pick Up to empty carts on a non-scheduled route day for an additional fee by contacting Customer Service. Although this service shall be offered as an optional resource, it is anticipated to have limited use.

2.07. SERVICE FOR THE DISABLED

There are presently 28 customers citywide who are unable to place their cart curbside. The Contractor will be responsible to bring the cart(s) to the curb for dumping and then return it to its original placement. There will be no extra charge for those residents medically unable to bring their garbage cart or yard waste cart to the curb. The City will certify this list annually and reserves the right to increase or decrease these numbers as may be required at no additional cost to the City.

2.08. SPECIAL PICK UP / COMMUNITY SERVICE

At the City's request the Contractor shall provide special pick-ups during a non-scheduled route day. From time to time a customer may request extra service, or the City may request extra service for a special event or for code compliance purposes. The Contractor agrees to provide this extra service and shall be compensated accordingly based on the following: (same fee for garbage or yard waste cart)

- Base price for one or more locations 1-3 carts
Example for 1-3 carts base price \$50 and for 1-3 carts at three different locations
 $\$50 + \$50 + \$50 = \150 .
- Base price for one or more locations more than 3 carts the base price added in units of 3.
Example 1-3 carts base price = \$50, 4-6 carts = \$100 , 7-9 carts = \$150 per location.
- Base prices for one or more locations from one to multiple carts shall be added together.
Example one stop one cart = \$50, second stop 5 carts = \$100, third stop 8 carts
\$150.
 $\$50 + \$100 + \$150 = \300 .

Route Supervisor may also order a special pick-up for the customer by contacting Customer Service. A City representative will respond and prepare a receipt, collect customer's check made payable to City of Fort Lauderdale and submit payment to Customer Service within 24 hours. Service is performed once payment is received.

Contractor shall list special pick-up addresses on the monthly invoice for payment.

2.09. Failure to Perform - Pick-up Charge (FEE)

In the event the Contractor fails to service a cart(s) as required in this contract and after e-mail notification has been sent to the Route Supervisor, and whereby the City is caused to provide the contracted service by use of City labor and equipment or other resources, a service fee per cart shall be charged and deducted from the Contractor's monthly invoice. This fee shall apply once the City dispatches resources even if upon arrival the cart(s) were found empty. This FEE shall apply to city or city contractor resources and is established by city contract for "On-Call" service. The current FEE is \$117.00 call out charge plus \$35.00 per cart.

2.10. DISASTER SERVICES

In the event of a disaster such as a hurricane, the Contractor will be expected to continue with collection service until the City declares a "State of Emergency" or until the Contract Administrator and Contractor agree that service shall be suspended due to unsafe conditions. At the present time, the City Disaster plan calls for the Contractor to resume and continue the collection schedule as soon as safely possible. Due to the magnitude of the disaster, if the Contractor is called upon to assist in debris clearing or other duties under "State of Emergency" (FEMA status), the Contractor may be eligible for additional compensation under rates and adjustments. No additional compensation should be expected for increased cart tonnage before or after the State of Emergency. No additional compensation should be expected for general windstorms, poor weather conditions or unusual events outside the "State of Emergency" declaration.

2.11. DISPOSAL

The City shall pay all disposal costs for garbage and clean yard waste under GROUP A Bid Items. Contractor shall supply the City with a list of vehicle numbers in order to establish disposal accounts.

Each week the Route Supervisor will submit a daily log sheet containing copies of dump tickets to track disposal charges.

The Contractor shall pay 50% of total disposal cost charged to the City for contaminated yard waste loads that are not accepted by the recycling facility at the lowest possible disposal rate for clean yard waste. Intent is to provide Contractor incentive to participate and ensure a successful yard waste recycling program, achieving the lowest possible recycling disposal rate, and to perform in the City's best interest.

Weight tickets are required for the City to pay disposal fees. The Route Supervisor shall turn in all disposal tickets each week. Missing tickets must be replaced. The Contractor shall pay all costs associated for duplicate scale house weight tickets. Estimated charge is \$3.00 per ticket. After notifying the Contractor to replace missing tickets within 5 days, the City may order duplicates from the disposal facility and cost(s) shall be deducted from the Contractor's monthly invoice. City reserves the right to charge administrative overhead if the problem becomes continuous and repetitive.

The City shall reimburse the Contractor, if requested, for reasonable associated costs involving the handling of "**Hot Loads**". In the event the collection vehicle is turned away from the Waste To Energy Plant with an unacceptable radiation level, Contractor must notify the City for assistance at time of occurrence. Pre-approved handling charges shall be added to the monthly invoice.

The City currently participates in an Inter-local Agreement until July 2013 requiring that all processable waste be disposed at one of two Wheelabrator Waste To Energy Plants located in Broward County, Florida.

Processable Waste: The term "processable waste" shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility, including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agriculture, commercial and light industrial wastes, commercial waste, leaves and brush, paper and cardboard, plastics, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste.

Unprocessable Waste: The term "unprocessable waste" shall mean that portion of the solid waste stream that is predominantly noncombustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not limited to, metal furniture and appliances, concrete rubble, mixed roofing materials, noncombustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions such that a sphere with a diameter of eight inches could be contained within such mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream).

Unacceptable Waste: The term "unacceptable waste" shall mean motor vehicles, trailers, comparable bulky items of machinery or equipment, highly inflammable substances, hazardous waste, sludges, pathological and biological wastes, liquid wastes, sewage, manure, explosives and ordinance materials, and radioactive materials. Unacceptable Waste shall also include any other material not permitted by law or regulation to be disposed of at a landfill.

*The City reserves the right to direct the Contractor to use specific disposal sites located within Broward County during the term of contract without additional charge. The following disposal sites have been approved and currently being used:

Garbage: all garbage collected shall be disposed of at Wheelabrator Waste To Energy Plant in Broward County Florida. FY 07/08-tip fee is \$ 96.86.

North Plant: 2600 NW 48th Street Pompano Beach, Florida 33073

South Plant: 4400 South State Road 7 Ft. Lauderdale, Florida 33314

Yard Waste: the City has been ordered to meet the mandated recycling objectives that require the recycling of thirty percent (30%) of all collected waste. To this end a continuing recycling program is in effect to promote the recycling of yard waste, paper, aluminum, plastic and glass products utilized by the residents of Fort Lauderdale.

Current yard waste recycling sites are located at:

Delta Recycling –Davie
3250 SW 50th Avenue
Davie, FL 33314 954-581-1740

Delta Transfer Station-Pompano
1951 Powerline Road
Pompano Beach, FL 33069 954-974-3802

*During the course of the contract the City may direct the Contractor to use other recycling sites within Broward County. In the past, the City has utilized sites such as:

Central Sanitary Landfill & Recycling Center
3000 NW 48th Street Pompano Beach, Florida 33073 954-977-9551

Envirocycle, Inc 849 SW 21st Terrace Fort Lauderdale, FL 33312 954-792-8177

Sun Recycling 3251 SW 26th Terrace Dania Beach, Florida 33312 954-583-7973

If the Contractor is directed to utilize the recycling facility at Envirocycle located at 849 SW 21st Terrace Fort Lauderdale, FL 33312 all vehicle ingress and egress shall be from Davie Boulevard only. Vehicle traffic entering or exiting via Broward Boulevard is prohibited.

*Under this bid the City is also seeking costs for Collection & Disposal option whereby processable waste must still be disposed of at the Wheelabrator incinerator plant until July 2013 and yard waste may be taken to a recycling facility of the Contractor's choosing.

2.12. TARE WEIGHTS

The City requires that vehicle TARE weights, which are used by material receiving facilities to calculate the final disposal charge the City pays, be validated each year. Depending on the scale system in use at the disposal facility, the Contractor may be required to assist the City by weighting each collection vehicle in & out three times and record the information on the City's TARE WEIGHT REPORT. The average TARE Weight will be used by the disposal facility and the City to validate disposal charges.

2.13. MANAGEMENT

The City's Sanitation Division takes great pride and is strongly committed to offering a high level of customer service to our residents. All Sanitation Contractors are expected and required to offer our customers a high level of quality service to guarantee customer satisfaction.

Contractor will be responsible for the day-to-day operation of the assigned route. Contractor shall plan, organize and direct resources to successfully collect and recycle solid waste, including active participation to promote a successful yard waste separation program, and ensure a high level of customer satisfaction.

Resources: Contractor shall furnish and supply sufficient resources to complete the schedule route on the designated route day and within the time period specified for daily operations. There shall be no next day return trips to complete the daily route excluding occasional emergencies.

Customer Service: Contractor shall maintain a customer service center to receive telephone calls from the City to effectively handle service related issues. Hours and days of operation shall be listed in the business plan. A computer system shall be used to track and record service requests, customer complaints and to provide information to the City upon request.

Route Supervisor: Contractor shall assign a permanent full time Route Supervisor dedicated just to the City of Fort Lauderdale. An Alternate Route Supervisor should also be trained and familiar with Fort Lauderdale's plan of operation in order to function as a replacement when the permanent Route Supervisor is absent. Contractor shall schedule route supervision Monday-Saturday to respond to collection related issues immediately via two-way communications from Customer Service. Route Supervisor shall be equipped with a laptop computer to receive and respond to service requests from the City. Route Supervisor shall be in company uniform and carry company identification credentials. Employee shall also have a cellular telephone to immediately return phone calls directly to customers and the City. Contractor shall provide the City with the Route Supervisor's cellular phone number so contact can be made directly when required. Route Supervisor shall utilize an identifiable company vehicle to respond and meet with customers to resolve service complaints.

Route Supervisor will also be required to participate in asset protection by ensuring all carts are out of the street, lids closed and are properly being used by the customer.

Route Supervisor shall report lost or damaged carts to Customer Service that are in need of repair or replacement and assist customers by distributing and explaining program information.

Route Supervisor may be required to conduct route audits to verify number of carts per billing account to ensure proper service to prevent loss of cart inventory and City revenue.

Route Supervisor shall have strong public relations skills, be able to effectively deal with angry or difficult individuals, be able to successfully solve problems while protecting the City's interest, be highly motivated and dependable with the ability to establish positive relationships with City Sanitation staff, Customer Service and the general public.

Route Supervisor will also be required to attend weekly Sanitation meetings with City staff to discuss and evaluate service, solve performance related issues, provide input, and share information to ensure delivery of quality service. May be required to attend public meetings, with City Staff members, to explain or promote program services.

Route Supervisor will complete and submit weekly daily log sheets with disposal tickets in order to track disposal charges. The City will supply the log sheet.

Route Supervisor shall not collect money, accept gratuities, scavenge material or conduct any business outside of this contract while performing under this contract.

Performs related duties as requested.

Employees: Collection employees shall be identifiable by wearing a uniform or shirt bearing the company's name during collection operations. Employees shall treat all customers in a polite and courteous manner. Employees shall treat all City owned carts with due care.

Employees shall not collect money, accept gratuities, scavenge material or conduct any business outside of this contract while performing under this contract.

Vehicles: The Contractor's name, office telephone number and truck number shall be properly displayed on all collection vehicles.

Collection vehicle shall also display a magnetic sign on both sides of the vehicle no less than 36" x 24" or a size and design approved by the City. This sign will be supplied by the contractor.

City of Fort Lauderdale Contractor
Yard Waste Recycling Program
954-828-8000

Collection vehicles shall be well maintained and clean in appearance.

Spillage: The Contractor shall not litter or cause any spillage to occur upon the premise, roadway, or right-of-way wherein the collection shall occur. Extra service effort shall be required to ensure garbage or litter is picked up around the cart if needed or reported to Route Supervisor for appropriate action. During hauling, all material shall be contained, enclosed, and covered so that leaking, spilling, and blowing is prevented. In the event of any spillage or leaking, including but not limited to, hydraulic and other fluids from the collection vehicle or materials such as paint, by the Contractor, for any reason or source, the Contractor shall ensure that the vehicle stops immediately to prevent "fluid trails" and clean up all spillage and leakage immediately, to the satisfaction of the City, at no additional cost to the City. If the Contractor fails to take prompt and effective remedial action and after notice to the Contractor, the City is required to respond to clean up or repair, costs for such City action shall be deducted from the monthly invoice.

2.14. DAYS OF SERVICE: Monday through Saturday

2.15. HOURS OF SERVICE: 7:00 A.M. to 6:00 P.M.

Contractor shall not allow collection vehicles to begin service before 7:00 A.M. or operate after 6:00 P.M.

2.16. HOLIDAYS

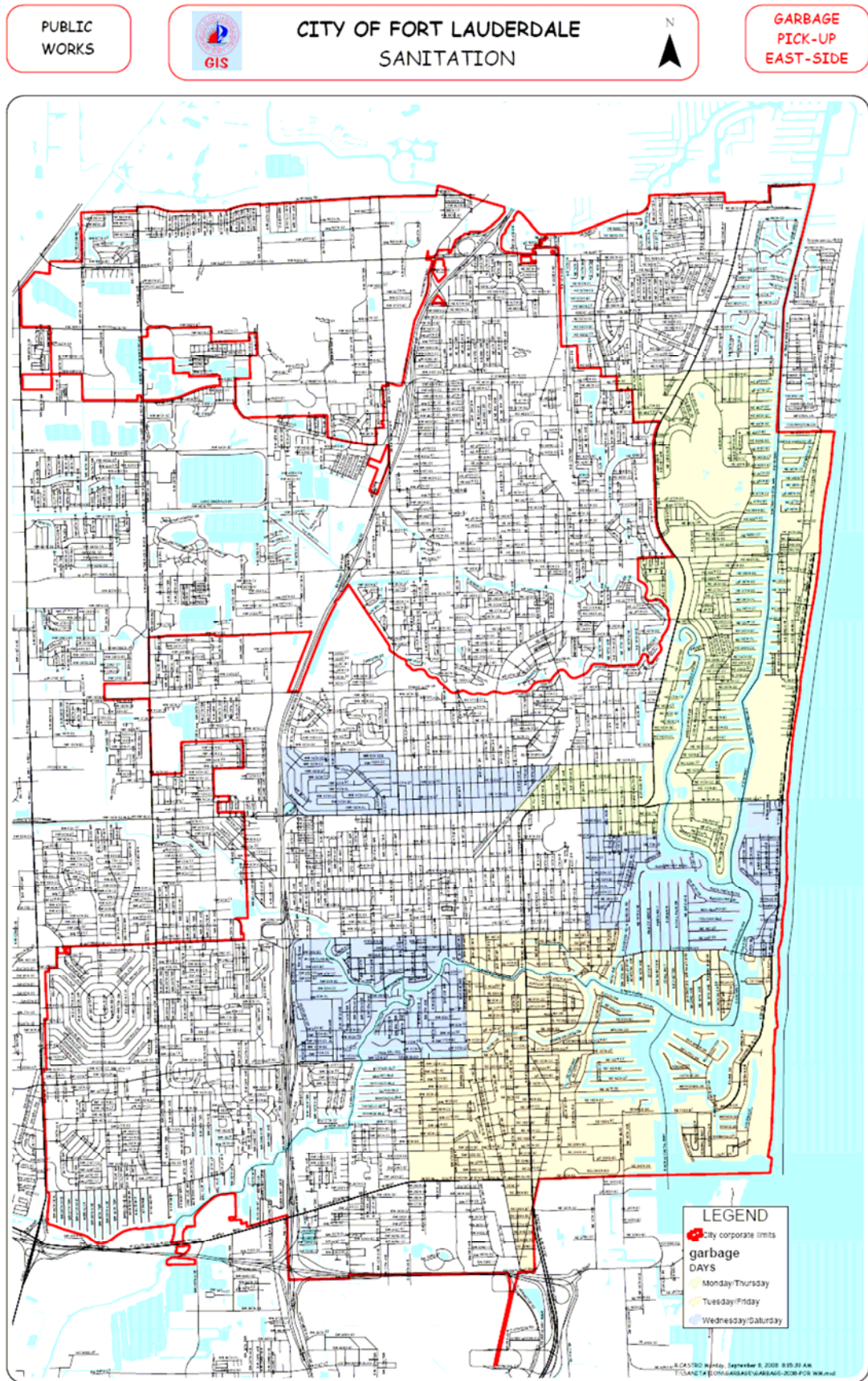
Collection service shall be provided on all holidays excluding Christmas Day. If Christmas Day falls on a regularly scheduled route day then that route shall be skipped and there will be no make up day. However since the following scheduled service day will be heavy, the contractor is required to collect extra bags and boxes placed around the cart. Contractor is also required to offer extra pick-up service of bags and boxes on all routes the week immediately following the Christmas Holiday to collect the overflow of Christmas boxes and Holiday party remains.

2.17. PUBLIC INFORMATION

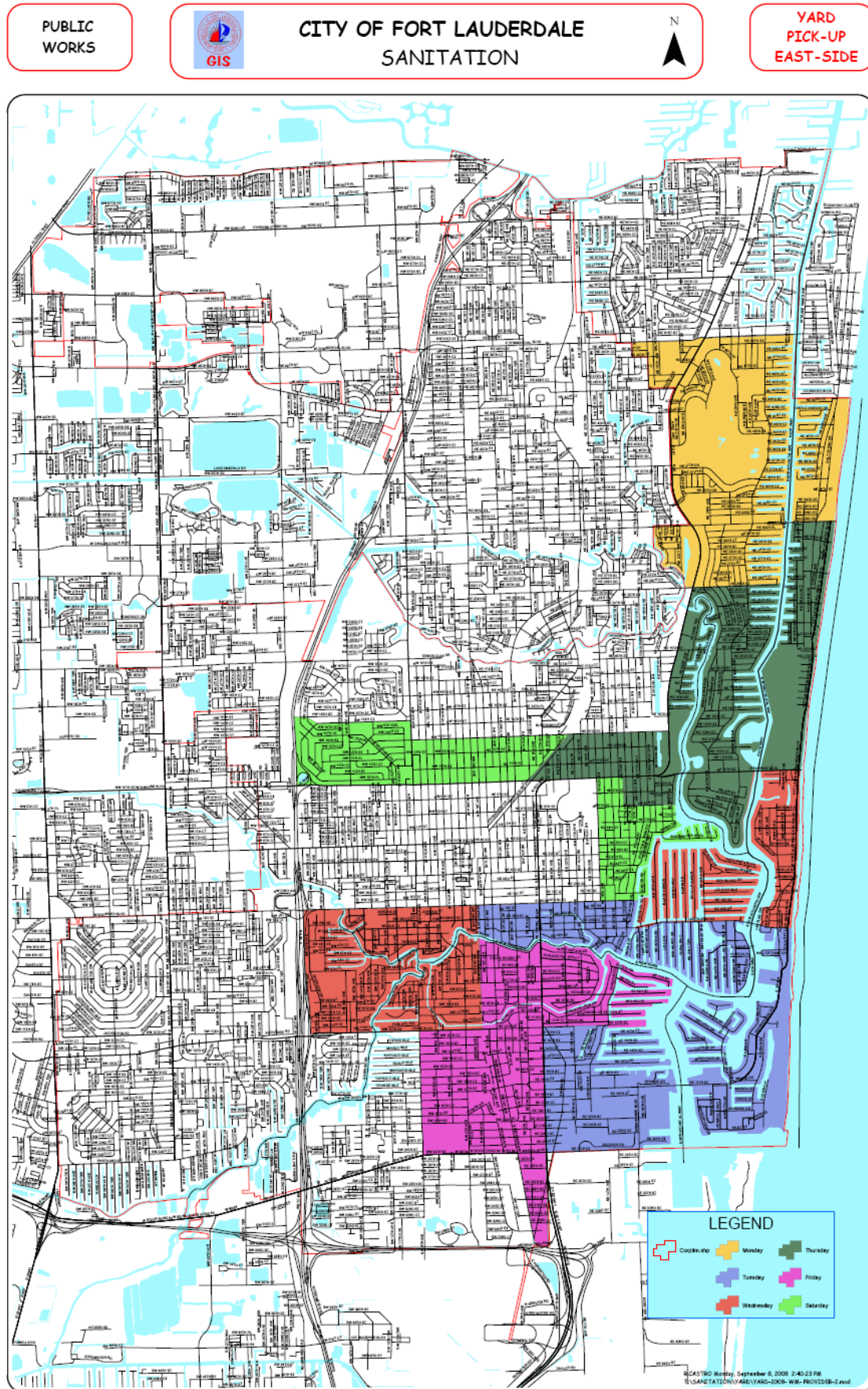
The City shall prepare, print and provide the Contractor with all program information such as cart hangers, program brochures and recycling guidelines.

The Contractor shall not prepare, release, or participate in public information involving this contracted service for the City of Fort Lauderdale without authorization from the City's Public Information Office.

ATTACHMENT A



ATTACHMENT B



11:27 AM 10/14/2008

INVITATION TO BID (ITB) 692-10119**RESIDENTIAL SOLID WASTE COLLECTION SERVICES****PART III – QUESTIONNAIRE - Revised**

Do you have the required liability insurance and will you furnish a Certificate of Insurance with the City named as additional insured prior to the commencement of any contract work?

☐ Yes ☐ No

Do you have Workman's Compensation Insurance?

☐ Yes ☐ No

Do you have proper licenses/permits required to do work?

☐ Yes ☐ No

Did you attach Business Plan with complete information per I.05)

☐ Yes ☐ No

(including address of garage, customer service plan, vehicles, etc.)

Contract is scheduled to begin November 1, 2009, can you begin on this date? If not, indicate the date you can begin service.

☐ Yes ☐ No

Have you included an original and 1 copy of your bid response?

☐ Yes ☐ No

(not applicable to bids submitted through bidsync.com)

Provide three (3) Municipal References

Entity	Contact Person/Title	Phone	Type of Contract /Term
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

In order to determine any annual tip fee adjustment as provided for in **PART I – INFORMATION/SPECIAL CONDITIONS**, Section 1.07, **TIP FEE ADJUSTMENT**, the Bidder shall provide a breakdown of the monthly prices bid on the Item Response Form (Bid Sheet) for garbage and yard waste disposal and garbage and yard waste collection.

Garbage Cart Disposal \$ /month

Garbage Cart Collection \$ /month
Total \$ /month (Group A, Bid Item 2)

Yard Waste Cart Disposal \$ /month
Yard Waste Cart Collection \$ /month
Total \$ /month (Group B, Bid Item 4)

Bidder Name: Authorized Signature:

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
-	
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including

Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible

property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.

- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding

process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this

section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Attorney or the City Attorney designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through Bid Sync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Submitted by:
(signature) (date)

Name (printed) Title:

Company: (Legal Registration)

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address:

City State: Zip

Telephone No. FAX No.

E-MAIL:

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):

Payment Terms (section 1.03): Total Bid Discount (section 1.04):

Does your firm qualify for MBE or WBE status (section 1.08): MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.

Variances:



revised 6-3-08

Question and Answers for Bid #692-10119 - RESIDENTIAL SOLID WASTE COLLECTION SERVICES

OVERALL BID QUESTIONS

Question 1

Who currently is the service provider?
 What are the current service levels provided?
 Current pricing?
 Who pays disposal?
 Is current service fully automated?
 How many trucks are used today?
 How many weekly routes and sizes of routes?
 Two man or one man routes?
 Number of employees?
 Provide annual disposal costs or any disposal information that the city may have available.
 Are there any real concrete plans with start dates to work on increasing recycling volumes through increased participation or expanded programs?
 What is current recycling collection participation rate per week, month, year? (set out rate).
 Who is responsible for carts, city or vendor? Does the city own and replace containers? Or is vendor responsible for them?
 Damaged carts? (Submitted: Oct 3, 2008 8:21:06 AM EDT)

Answer

- Current company: Waste Management
 Service Levels: 2x garg. and 1x YW
 Current pricing: \$ 6.04 per household/ month for both services above
 Automated Services: Yes...but in some instances contractor may need to use a different vehicle due to a tight street or other circumstances.
 How many trucks: contracted to privates, approximately 8 trucks.
 Number of Employees: Unknown exactly but approximately least 9
 How many routes per week: Monday - Saturday.
 Annual disposal cost is an estimate: FY 06/07 Garbage 17,934 tons at \$96.86 per ton, Yard Waste 3,934 tons at \$34 per ton.
 Increase recycling rate: The city may implement a pilot program in 2009 for single stream.
 Current recycling rate: county at 24%, City is approximately in the same range.
 The city owns the carts, Contractor is responsible up to 50% of cost if the cart is damaged by truck. (Answered: Oct 7, 2008 4:25:59 PM EDT)

Question 2

What is the current pricing for the other section of Fort Lauderdale currently serviced by Choice Environmental? (Submitted: Oct 10, 2008 10:02:49 AM EDT)

Answer

- \$7.74 per unit per month (Answered: Oct 10, 2008 1:23:54 PM EDT)

Question 3

What is the current number of homes, respectfully, for sections 1, 2 and 3? (Submitted: Oct 14, 2008 10:09:03 AM EDT)

Answer

- The exact count is not available. (Answered: Oct 14, 2008 3:02:36 PM EDT)

Question 4

May the due date be extended another 7 days due to pending answers needed to complete the response? (Submitted: Oct 14, 2008 10:40:46 AM EDT)

Answer

- See Addendum No. 1 (Answered: Oct 14, 2008 1:07:13 PM EDT)

Question 5

DANIEL E. TAYLOR
(954) 760-4926
email: det@trippscott.com

October 14, 2008

VIA E-MAIL; randrews@fortlauderdale.gov

Rick Andrews
Procurement Specialist II
City of Fort Lauderdale

RE: Bid 692-10119

Dear Mr. Andrews:

The following inquiry is made on behalf of Southern Waste Systems with regard to Bid 692-10119, Residential Solid Waste Collection Services.

Section 1.09 Eligibility of the ITB provides that "to be eligible to respond to this ITB, the proposing firm must demonstrate that they, or the principals assigned to the project (emphasis added), have the experience, equipment and financial strength to satisfactory (sic) perform..." Southern Waste Systems (SWS), as a firm services 20,000 household residential units through various types of contracts which may include commercial contracts for high rise buildings, condominiums, trailer parks or single family houses. Because of the contract terminology it may not be readily apparent that it is residential service. However, when one looks at the experience of SWS's principals, it far exceeds the minimum 20,000 household residential service condition. I have attached a copy of the documentation for the SWS principals. The reason that this issue is raised is because the summary pages of the ITB are not clear under the eligibility section that it applies to both the company or its principals even though the bid is submitted by the company.

A second issue which was also raised at the pre-bid meeting is whether the minimum three years of experience within the last ten (10) years providing similar residential service means use of the present automated collection equipment which is relatively new and infrequent in the residential waste collection industry. A number of firms have raised this and asked for clarification. Again, the principals of SWS have the experience to meet this condition and wish confirmation that that experience qualifies SWS to have its bid considered.

Pursuant to Section 1.08 of the ITB, Southern Waste Systems request clarification on the above matters.

Sincerely,

Daniel E. Taylor
For the Firm
DET:kbb (Submitted: Oct 14, 2008 4:22:47 PM EDT)

Answer

- See Addendum No. 2 (Answered: Oct 21, 2008 4:38:06 PM EDT)